

**UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND**

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|-------------------------------------|---|----------|
| TEAMSTERS LOCAL 251 HEALTH          | : |          |
| SERVICES AND INSURANCE PLAN,        | : |          |
| by and through its TRUSTEES, and    | : |          |
| TAMMY BEAUDREAU, in her capacity    | : |          |
| as Administrator of Local 251 HSIP, | : |          |
|                                     | : |          |
| <i>Plaintiffs,</i>                  | : |          |
|                                     | : |          |
| v.                                  | : | C.A. No. |
| CARDI CORPORATION; C&J FORMS,       | : |          |
| LLC; CARDI CORPORATION READY        | : |          |
| MIX CONCRETE, INC.; CARDI           | : |          |
| LEASING CORP.; and FALL RIVER       | : |          |
| READY-MIX CONCRETE, LLC.            | : |          |
|                                     | : |          |
| <i>Defendants.</i>                  | : |          |
|                                     | : |          |

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**COMPLAINT**

This is an action to compel payment of contributions, interest, penalties, and attorneys' fees to a multi-employer welfare plan, pursuant to the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001, *et. seq.*

**Parties and Jurisdiction**

1. Plaintiff Teamsters Local 251 Health Services and Insurance Plan ("Local 251 HSIP") is a multiemployer welfare benefit plan within the meaning of ERISA, 29 U.S.C. §§ 1002(1) and (37). Local 251 HSIP's principal place of business is located at 1201 Elmwood Avenue, Providence, RI 02907.
2. Plaintiff Tammy Beaudreault ("Beaudreault") is the Administrator of Local 251 HSIP.

3. Cardi Corporation is a corporation organized under the laws of the State of Rhode Island. At all relevant times, Cardi Corporation has been an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5). Cardi Corporation's principal place of business is located at 400 Lincoln Avenue, Warwick, RI 02888.

4. C&J Forms, LLC is a limited liability company organized under the laws of the State of Rhode Island. At all relevant times, C&J Forms, LLC has been an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5). C&J Forms, LLC's principal place of business is located at 385 Lincoln Avenue, Warwick, RI 02888.

5. Cardi Corporation Ready Mix Concrete, Inc. is a corporation organized under the laws of the State of Rhode Island. At all relevant times, Cardi Corporation Ready Mix Concrete, Inc. has been an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5). Cardi Corporation Ready Mix Concrete, Inc.'s principal place of business is located at 400 Lincoln Avenue, Warwick, RI 02888.

6. Cardi Leasing Corp. is a domestic profit corporation, organized under the laws of the State of Rhode Island. At all relevant times, Cardi Leasing Corp. has been an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5). Cardi Leasing Corp.'s principal place of business is located at 400 Lincoln Avenue, Warwick, RI 02888.

7. Fall River Ready-Mix Concrete LLC is a Limited Liability Company, organized under the laws of the State of Massachusetts. At all relevant times, Fall River Ready-Mix Concrete LLC has been an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5). Fall River Ready-Mix Concrete LLC's principal place of business is located at 245 Tripp Street, Fall River, MA 02724.

8. Upon information and belief, Defendants are commonly owned and operated.

9. This Court has subject matter jurisdiction pursuant to Section 502 of ERISA, 29 U.S.C. § 1132(e).

10. This Court has personal jurisdiction over all Defendants.

11. Venue is proper in this Court pursuant to Section 502 of ERISA, 29 U.S.C. § 1132(e) because this is the District in which Local 251 HSIP is administered.

### **Facts**

12. Local 251 HSIP was established to provide medical and other benefits to members of International Brotherhood of Teamsters Local 251 (“Local 251”) and their dependents. Benefits are financed primarily by employer contributions.

13. The rights and obligations of Local 251 HSIP and Defendants are set forth in the Restated Agreement and Declaration of Trust for Teamsters Local 251 Health Services and Insurance Plan (“Trust Agreement”).

14. The Trust Agreement provides, in relevant part, that contributing employers shall submit timely contributions to Local 251 HSIP. If a contributing employer fails to do so, the Trust Agreement provides that such employers are liable for interest, attorneys’ fees, and penalties.

15. Pursuant to collective bargaining agreements (“CBAs”) entered into between Local 251 and Defendants, Defendants are required to submit contributions to Local 251 HSIP based on the number of hours of covered employment worked by Defendants’ employees. The contribution rate is set by the CBAs between Local 251 and Defendants.

16. Pursuant to the CBAs, Defendants agreed to make contributions to Local 251 HSIP at such time and in such a manner as the Trustees determine.

17. The Trustees of Local 251 HSIP duly adopted a Delinquency, Collection, and Audit Policy (“Delinquency Policy”) within the scope of their authority.

18. Pursuant to Local 251 HSIP’s Delinquency Policy, contributions are due to Local 251 HSIP on the 10<sup>th</sup> day of the month following the month in which hours were worked. An employer is delinquent if contributions are not received by the 10<sup>th</sup> day of the month.

19. Pursuant to the Delinquency Policy, a delinquent employer is liable to Local 251 HSIP for interest at a rate of 1.5% per month or \$100, whichever is greater, for each month that a payment is delinquent. A delinquent employer is additionally liable for attorneys’ fees for all time spent collecting the delinquency, and any costs incurred. If Local 251 HSIP is forced to file a lawsuit to enforce Local 251 HSIP’s rights, a delinquent employer is additionally liable for liquidated damages equal to the interest on the delinquent contributions or 20% of the delinquent contributions, whichever is greater.

20. Each of the Defendants failed to make timely contributions to Local 251 HSIP for hours worked in March, April, May, June, July, and August of 2018.

21. Fall River Ready-Mix Concrete LLC failed to make timely contributions to Local 251 HSIP for winter layoff hours for the months of January, February and March of 2018.

22. Cardi Leasing Corp. and Cardi Corporation Ready Mix Concrete, Inc. failed to make timely contributions to Local 251 HSIP for winter layoff hours for the months of April and May 2018.

23. Defendants are liable to Local 251 HSIP for interest and attorneys’ fees for failure to make timely contributions to Local 251 HSIP.

24. Local 251 HSIP repeatedly demanded that Defendants remit the required contributions to Local 251 HSIP, together with interest and attorneys’ fees.

25. Defendants have now paid all required contributions to Local 251 HSIP except for contributions on hours worked in August 2018.

26. Defendants have failed to pay any interest or attorneys' fees to Local 251 HSIP.

27. Because Local 251 HSIP was required to file this action to enforce Local 251 HSIP's rights, Defendants are additionally liable to Local 251 HSIP for liquidated damages.

**Count I**

*Delinquent Contributions  
29 U.S.C. § 1132(a)(3)*

*(Cardi Corporation; C & J Forms, LLC; Cardi Corporation Ready Mix Concrete, Inc.; Cardi Leasing Corp.; and Fall River Ready-Mix Concrete LLC)*

28. Plaintiffs repeat and incorporate each and every allegation in the preceding paragraphs of this Complaint as though fully set forth herein.

29. Each of the Defendants failed to pay contributions, attorneys' fees, and interest to Local 251 HSIP in accordance with the CBAs, the Trust Agreement, and Local 251 HSIP's Delinquency Policy.

30. By the aforesaid acts and omissions, Defendants have failed to make contributions to a multiemployer plan in accordance with a collectively bargained agreement and in accordance with the terms of multiemployer plan, in violation of 29 U.S.C. § 1145.

WHEREFORE, Plaintiffs pray that this Honorable Court award Local 251 HSIP relief as hereinafter set forth.

**Prayer for Relief**

Plaintiffs pray that this Honorable Court:

- a. Award Local 251 HSIP the unpaid contributions;
- b. Award Local 251 HSIP interest on the unpaid contributions;
- c. Award Local 251 HSIP liquidated damages in an amount equal to the greater of:

- i. The interest on the unpaid contributions, or
- ii. Liquidated damages of 20%

d. Award Local 251 HSIP attorneys' fees and costs; and

e. Award such other legal and equitable relief as the Court deems appropriate.

Respectfully Submitted,

**TEAMSTERS LOCAL 251 HEALTH  
SERVICES AND INSURANCE PLAN  
AND TAMMY BEAUDREAU**

By their attorney,

/s/ Marc Gursky  
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**Certificate of Service**

I hereby certify that a copy of this document was filed electronically on October 18, 2018 and is available for viewing and downloading on the Court's electronic filing system.

/s/ Jessica Marsh